

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: R258768
Contract Number: CS005027
Vendor Number: V006288

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT FIRST EXTENSION & MODIFICATION

On January 30, 2015, the Milwaukee Board of School Directors and Baker Tilly Virchow Krause, LLP entered into Professional Services Contract number CS005027 with a term of July 1, 2015 through June 30, 2018 (“Initial Term”). The Contract, (¶ 2), provided for two additional years upon mutual written consent of the parties. The parties now mutually agree to extend the Contract for an additional two-year term.

As such, the Contract will be extended for a two-year term, from July 1, 2018 through June 30, 2020 (“Year 4” and “Year 5”), under the same terms and conditions as set forth in the original Contract, except for those specifically set forth below.

In accordance with ¶ 19 of the Contract, the parties also modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 3 of the Contract is modified as follows: “Total compensation under this Contract in Year 4 shall not exceed \$309,470.00. Total compensation under this Contract in Year 5 shall not exceed \$315,650.00” is added.

2. Paragraph 5 of the Contract is deleted in its entirety and replaced with the following:

“In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.”

3. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:

“Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract."

4. Paragraph 16(C) of the Contract is deleted in its entirety and replaced with the following: "Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a 'living wage'."

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

*Aaron A. Konkol, J.D.,
Director, Procurement & Risk Management*

Date: _____

Date: _____

Baker Tilly Virchow Krause, LLP
777 E. Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202-5313
(414) 777-5500

By: _____

*Darienne B. Driver, Ed.D.
Superintendent of Schools*

Tax ID:

Date: _____

Budget code(s):
SCF-00-CTG-DW-EAUS \$525,120.00
ADT-0A-1AX-XX-EAUS \$100,000.00

By: _____

*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____